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A Limited Liability Partnership
Including Professional Corporations
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Attorneys for Defendant
AI INDUSTRIES, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

BARIS E. HARVEY, on behalf of himself and
all other Aggrieved Employees,

Plaintiff,

v.

AI INDUSTRIES, LLC, a California Limited
Liability Company; AI LLC, a Delaware
Limited Liability Company doing business in
California; and DOES 1- 50, Inclusive,

Defendant.

Case No. 23-CIV-05097

Assigned for All Purposes to: Hon. Susan
Greenberg
Dept. 3

Complaint Filed: October 25, 2023

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of San Mateo (the “Court”), Plaintiff Baris E. Harvey (“Plaintiff”) and Defendant AI Industries, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement” or “Agreement”) of the claims in the lawsuit entitled Baris E. Harvey v. AI Industries, LLC, et al., Case No. 23-CIV-05097 (the “Action”).

1. Aggrieved Employees: This Settlement covers all individuals who are or were employed as hourly, non-exempt employees by Defendant within the State of California at any time during the PAGA Period (the “Aggrieved Employees”).

2. PAGA Period: The Settlement covers the period from October 25, 2022, to the date the Court approves this Settlement Agreement, or February 25, 2025, whichever is earlier (the “PAGA Period”).

3. Effective Date: “Effective Date” will be the date that the Superior Court or any party hereto serves notice of the Superior Court’s order and judgment approving the PAGA Settlement and no timely appeal thereto has been filed within 60 days of entry of the order and judgment (“Court Approval Order and Judgment”). In the event that a timely appeal is filed within 60 days of the Court Approval Order and Judgment, the Effective Date shall occur when the appeal is adjudicated and no longer subject to further judicial review. At no time will Defendant have any obligation to fund the settlement, in whole or in part, until after this Effective Date.

4. PAGA Letter: “PAGA Letter” means Plaintiff’s letter submitted to the Labor and Workforce Development Agency dated July 19, 2023, and any subsequent letter submitted to the Labor and Workforce Development Agency on behalf of Plaintiff.

5. Gross Settlement Amount: Defendant will pay Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) to settle the PAGA claims in the Action (“Gross Settlement Amount”). In no event shall Defendant be liable for more than the Gross Settlement Amount as a result of this PAGA Settlement, and any of the attorneys’ fees, costs, administrative fees and costs incurred by the Settlement Administrator in administering the Settlement, PAGA payment, and service award shall be paid from the Gross Settlement Amount. The Gross Settlement Amount will be allocated as follows:

a. Settlement Administration Fees. Plaintiff’s counsel will request that the Court

approve Administration costs in the amount of Three Thousand Nine Hundred Dollars and Zero Cents (\$3,900.00) to be paid from the Gross Settlement Amount to Phoenix Settlement Administrators, the Settlement Administrator (“Settlement Administration Fees”).

b. Attorneys’ Fees and Litigation Costs. Plaintiff’s counsel will request that the Court approve an award of attorney’s fees in an amount not to exceed One Hundred Twenty Two Thousand Five Hundred Dollars and Zero Cents (\$122,500.00) and a separate request for reasonable litigation costs in the amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). (“Attorneys’ Fees and Litigation Costs”).

c. Service Award. Plaintiff will request that the Court approve a Service Award to Plaintiff in an amount not to exceed One Thousand Dollars and Zero Cents (\$1,000.00) (“Service Award”); and

d. Net Settlement Amount. The remaining funds (the Gross Settlement Amount less the Settlement Administration Fees, Attorneys’ Fees and Litigation Costs, and Service Award) shall be referred to as the “Net Settlement Amount.” To the extent that the Court approves less than the amounts stated above for the Settlement Administration Fees, Attorneys’ Fees and Litigation Costs, or Service Award, any reduced amount shall be allocated to the Net Settlement Amount.

6. **Escalator Clause**. The Parties agree that the following Escalator Clause will not take effect unless, as of the date the Court approves the Settlement, the total pay periods for Aggrieved Employees are more than 10% of the estimated total pay periods (i.e. more than 11,030 pay periods):

Defendant represents that there are approximately 10,028 pay periods from October 25, 2022 through December 9, 2024. If the actual number of pay periods increases beyond ten percent (10%) of the estimated pay periods (i.e. exceeds 11,031 pay periods) by the date of Settlement approval, Defendant, at its sole discretion, shall have the option to either (1) increase the Global Settlement Amount on a pro rata basis (with an additional \$31.73 per pay

period) according to the number of pay periods over 11,031, or (2) agree to close the PAGA Period just before the date the pay periods hits 11,031.

7. Distribution of the Net Settlement Amount. The Net Settlement Amount shall be designated as PAGA penalties to be allocated between the Labor & Workforce Development Agency ("LWDA") and the Aggrieved Employees pursuant to Labor Code Section 2699(i), with 75% paid to the LWDA and 25% paid to the Aggrieved Employees on a pro-rata basis. The 25% of the Net Settlement Amount will be paid to all Aggrieved Employees according to the following formula: Settlement Payment to each Aggrieved Employee = $[\$[25\% \text{ of Net Settlement Amount}] \times [\text{Pay Periods Worked by Individual Aggrieved Employee During PAGA Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during PAGA Period}]]$.

8. Settlement Administration. The Settlement Administrator, Phoenix, will administer this Settlement and will be responsible for issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of administration for the disbursement of the Gross Settlement Amount is no more than Three Thousand Nine Hundred Dollars (\$3,900.00). If less than \$3,900.00 is spent on administration of the Settlement, any unused funds will become part of the Net Settlement Amount.

9. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and will request that the Court issue a Court Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement, and entering judgment.

10. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator. Within thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees, with each listed employee's full name, last known mailing address, social security number, and the number of pay periods worked as an Aggrieved Employee. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information. Within fifteen (15) days of receipt of the Gross Settlement Amount, the Settlement Administrator will issue payments to: (i) Aggrieved Employees; (ii) the LWDA; (iii) Plaintiff's counsel; (iv) Plaintiff; and (v) itself. The Settlement Administrator will skip-trace return mail and

1 re-mail within five (5) calendar days. The Settlement Administrator will issue the appropriate tax forms for
2 all payments issued under this Settlement.

3 11. Settlement Payments to Aggrieved Employees: The Settlement Administrator will issue
4 each Aggrieved Employee a check for his or her share of the Net Settlement Amount along with an
5 explanatory letter in the form attached hereto as Exhibit A. Checks will remain negotiable for one hundred
6 eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be
7 sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented
8 by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more
9 than 180 days after issuance will be tendered to the Unclaimed Property Fund of the California State
10 Controller's Office, to be held in the name of the Aggrieved Employees. The Parties do not bear any liability
11 for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless
12 responsible by its own acts of omission or commission, the same is true for the Settlement Administrator. All
13 settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will
14 be issued.

15 12. Settled PAGA Claims. As of and subject to the occurrence of the Effective Date, all
16 Aggrieved Employees, including Plaintiff, and their successors, assigns, and/or agents, and the LWDA, shall
17 be deemed to have fully and finally released and discharged Defendant and each of its past, present and future
18 agents, employees, servants, officers, directors, managers, partners, trustees, representatives, shareholders,
19 stockholders, members, owners, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related
20 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
21 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their
22 respective past, present and future agents, employees, servants, officers, directors, managers, partners,
23 trustees, representatives, shareholders, stockholders, members, owners, fiduciaries, attorneys, parents,
24 subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,
25 predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and
26 affiliated organizations, and each of them (the "Released Parties") from the "Released Claims." For purposes
27 of this Agreement, the "Released Claims" are defined as all Aggrieved Employees' claims for penalties,
28 attorneys fees, costs or interest recoverable under PAGA arising out of or in any way relating to the

1 circumstances giving rise to any of the claims in the Action and/or the PAGA Letter, directly or indirectly, or
2 claims that were alleged or which reasonably could have been alleged based on the factual allegations in the
3 Action and/or PAGA Letter, including all claims and potential claims for penalties recoverable under PAGA
4 concerning wages, including all claims for failure to pay all wages due, including failure to pay minimum
5 wages, straight time compensation, overtime compensation, and double-time compensation; failure to pay for
6 all hours worked; the calculation of the regular rate of pay; failure to pay overtime compensation, double-
7 time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of
8 pay; failure to include additional remuneration, including bonuses and retroactive pay, in the regular rate of
9 pay; off-the-clock work; time rounding; failure to provide compliant meal periods; failure to provide
10 compliant rest periods; failure to pay proper meal and rest period penalties; failure to maintain accurate
11 records, including records of hours worked; failure to provide and maintain accurate itemized wage
12 statements; failure to pay vacation time; failure to timely pay wages during employment; failure to timely pay
13 wages at separation of employment; the failure to indemnify employees for necessary expenditures and/or
14 losses incurred from the discharge of their duties; waiting time penalties; and including without limitation any
15 and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code
16 Sections 201-204, 210, 226, 226.3, 226.7, 227, 227.3, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
17 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2698 *et seq.*, and any duplicative or similar
18 provisions arising under the Wage Orders of the California Industrial Welfare Commission; 8 CCR Section
19 11010; 8 CCR Section 11040; 8 CCR Section 11050; Code of Civil Procedure Section 1021.5; and any other
20 PAGA penalty claims based upon the predicate facts as alleged in the Action and/or PAGA Letter, whether
21 known or unknown, during the PAGA Period. Aggrieved Employees are not releasing any of their
22 individual claims against Defendant.

23 13. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
24 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
25 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
26 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
27 Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which
28 any Aggrieved Employee may be entitled under any benefit plans.

14. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

15. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

16. Continued Jurisdiction. After entry of the Court Approval Order, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval Order matters as may be appropriate under court rules or as set forth in this Settlement.

17. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms regarding the Action and the Individual Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

18. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either all the Parties or their successors-in-interest or counsel for all Parties.

19. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

20. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and

inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21. California Law Governs. All terms of this Settlement Agreement and Exhibit(s) hereto will be governed by and interpreted according to the laws of the State of California.

22. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be the same instrument.

23. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

24. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders of the Court entered into in connection therewith.

25. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Settlement Agreement which can be given effect without the

1 invalid provisions or application and, to this end, the provisions of this Settlement Agreement are declared to
2 be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed
3 severed or deleted from this Agreement, except upon waiver in writing by the applicable party.

4 26. Captions. The captions and section numbers in this Settlement Agreement are inserted for
5 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
6 provisions of this Settlement Agreement.

7 27. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or
8 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
9 further waiver by such Party of the same or any other condition, covenant, right or remedy.

10 28. Enforcement Action. In the event that one or more of the Parties institutes any legal action or
11 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
12 rights and/or obligations under this Settlement, the prevailing Party or Parties will be entitled to recover from
13 the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred
14 in connection with any enforcement actions.

15 29. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
16 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
17 more strictly against one Party than another merely by virtue of the fact that it may have been prepared by
18 counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between the
19 Parties, all Parties have contributed to the preparation of this Settlement Agreement.

20 30. Representation By Counsel. The Parties acknowledge that they have been represented by
21 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
22 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

23 31. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
24 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
25 Agreement.

26 32. Binding Agreement. The Parties warrant that they understand and have full authority to
27 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
28 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to

1 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
2 federal or state law.

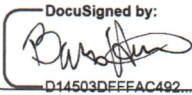
3 33. Confidentiality. Plaintiff and Plaintiff's Counsel agree that they will not issue any press
4 releases, initiate any contact with the press, respond to any press inquiry or have any communication with the
5 press about the amount or terms of the Settlement. Plaintiff's Counsel may respond to press inquiries by
6 stating the matter has been resolved and refer the press to court filings. In addition, Plaintiff and Plaintiff's
7 Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying
8 any material terms relating to the Settlement of this case, including but not limited to any postings on any
9 websites maintained by Plaintiff's Counsel and including but not limited to the identity of Defendant and/or
10 any information that identifies Defendant. The Settlement Administrator shall not create nor maintain any
11 website regarding this Settlement at any time. Any communication about the Settlement to Aggrieved
12 Employees prior to the Court-approved mailing will be limited to a statement that a settlement has been
13 reached and the details will be communicated in a forthcoming Court-approved notice. Plaintiff is prohibited
14 from discussing the terms or the fact of the settlement with third parties other than (1) his immediate family
15 members, and/or (2) his accountants or lawyers as necessary for tax purposes.

16 34. No Other Claims. Plaintiff represents that, other than the Action, he has not filed any
17 complaint, claims or actions against Defendant or its agents, supervisors, employees or representatives,
18 attorneys, divisions, parents, subsidiaries, parents' subsidiaries, affiliates, successors and/or assigns with any
19 state, federal or local agency or court. Other than the Action, which shall be submitted for Court approval in
20 accordance with the Agreement, Plaintiff shall dismiss with prejudice any and all existing claims, charges,
21 and/or complaints filed by Plaintiff against the Released Parties with any and all government agencies,
22 tribunals, and/or courts.

23 35. Covenant Not To Sue. Plaintiff has not directly or indirectly instituted any legal action
24 against the Released Parties based upon, arising out of, or relating to any claims released in this Agreement
25 other than the Action. Plaintiff has not and will not directly or indirectly encourage and/or solicit any third
26 party to institute any legal action against the Released Parties, to the extent allowed by law.

1 Dated: April 18, 2025

2
3 By

DocuSigned by:

D14503DEFFAC492...

Plaintiff BARIS E. HARVEY

4
5
6 Dated: April 18, 2025

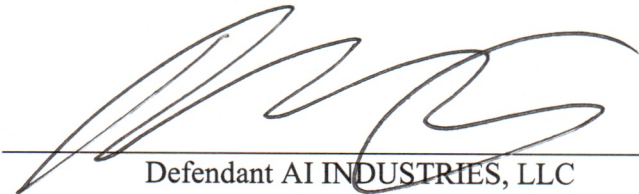
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Defendant AI INDUSTRIES, LLC

EXHIBIT A

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

***Baris E. Harvey v. AI Industries, LLC, Superior Court of California County of San Mateo,
Case No. 23-CIV-05097***

<<Employee Name>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The San Mateo County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Plaintiff Baris E. Harvey (“Plaintiff”) against Defendant AI Industries, LLC (“AI Industries”). According to AI Industries’ records, you are or were employed by AI Industries as an hourly, non-exempt employee in California at some time during the time period of October 25, 2022 to [REDACTED] (the “Settlement Period”). Plaintiff is a former employees of AI Industries who filed the instant lawsuit against AI Industries under the Private Attorneys General Act of 2004 (“PAGA”), alleging various claims, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages during employment and upon separation of employment, and failure to reimburse business expenses.

Plaintiff sought civil penalties on behalf of the State of California and all hourly, non-exempt employees employed by AI Industries in California during the Settlement Period (“Aggrieved Employees”).

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the civil penalties settlement amount to be paid by AI Industries.

AI Industries maintains that it was in compliance with the California Labor Code at all times and enters into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the Settlement Period.

Your individual PAGA payment is estimated to be <<Check Amount>>.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the Settlement Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

The Court has approved the parties’ settlement. Pursuant to the settlement, and as of and subject to the occurrence of the Effective Date, all Aggrieved Employees, including Plaintiff, and their successors, assigns, and/or agents, and the LWDA, shall be deemed to have fully and finally released and discharged AI Industries and each of its past, present and future agents, employees, servants, officers,

directors, managers, partners, trustees, representatives, shareholders, stockholders, members, owners, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future agents, employees, servants, officers, directors, managers, partners, trustees, representatives, shareholders, stockholders, members, owners, fiduciaries, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and each of them (the “Released Parties”) from the “Released Claims.” For purposes of this Agreement, the “Released Claims” are defined as all Aggrieved Employees’ claims for penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any way relating to the circumstances giving rise to any of the claims in the Action and/or the PAGA Letter, directly or indirectly, or claims that were alleged or which reasonably could have been alleged based on the factual allegations in the Action and/or PAGA Letter, including all claims and potential claims for penalties recoverable under PAGA concerning wages, including all claims for failure to pay all wages due, including failure to pay minimum wages, straight time compensation, overtime compensation, and double-time compensation; failure to pay for all hours worked; the calculation of the regular rate of pay; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to include additional remuneration, including bonuses and retroactive pay, in the regular rate of pay; off-the-clock work; time rounding; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to pay proper meal and rest period penalties; failure to maintain accurate records, including records of hours worked; failure to provide and maintain accurate itemized wage statements; failure to pay vacation time; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; the failure to indemnify employees for necessary expenditures and/or losses incurred from the discharge of their duties; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 227, 227.3, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2698 *et seq.*, and any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission; 8 CCR Section 11010; 8 CCR Section 11040; 8 CCR Section 11050; Code of Civil Procedure Section 1021.5; and any other PAGA penalty claims based upon the predicate facts as alleged in the Action and/or PAGA Letter, whether known or unknown, during the Settlement Period. Aggrieved Employees are not releasing any of their individual claims against AI Industries.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to the civil penalties under PAGA.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Unclaimed Property Fund maintained by California State Controller’s Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.